BellSouth Telecommunications, Inc. *and* Gary L. Lee and Jim Amburn

Communications Workers of America, AFL–CIO *and* Gary L. Lee and Jim Amburn. Cases 11–CA–17096, 11–CA–17140, 11–CB–2699, and 11–CB–2688

August 29, 2001

DECISION AND ORDER

BY MEMBERS LIEBMAN, TRUESDALE, AND WALSH

This case presents the novel issue of whether an employer and a union lawfully may agree to a policy requiring employees to wear a company uniform that displays both the employer and the union logos, despite the objections of certain employees to displaying the union logo. Upon charges filed by Gary L. Lee in Cases 11–CA–17096 and 11–CB–2688, and by Jim Amburn in Cases 11–CA–17140 and 11–CB–2699, and duly served on BellSouth Telecommunications, Inc. and Communication Workers of America, AFL–CIO (the Respondents), the General Counsel of the National Labor Relations Board issued a complaint and notice of hearing on July 25, 1997, alleging that Respondent BellSouth had violated Section 8(a)(1), (2), and (3) of the National Labor Relations Act and that Respondent Communications Workers of America, AFL–CIO (CWA) had violated Section 8(b)(1)(A) and (2) of the Act.

The complaint alleges that Respondent BellSouth and Respondent CWA unlawfully entered into an agreement requiring employees to wear a CWA insignia or logo on their uniforms, alongside a BellSouth insignia, pursuant to a newly established mandatory uniform policy. The complaint also alleges that Respondent BellSouth unlawfully provided monetary support for employees to assist in the procurement of uniforms displaying the CWA insignia. The Respondents filed answers denying the commission of any unfair labor practices.

On January 12, 1998, the parties entered into a stipulation of facts, and on January 14, 1998, the parties submitted a motion to transfer proceedings to the Board. The parties waived a hearing before an administrative law judge and agreed to submit the case directly to the Board for findings of fact, conclusions of law, and a Decision and Order, based on a record consisting of the charges, the consolidated complaint, the answers to the complaint, the stipulation of facts, and the exhibits attached thereto. On May 11, 1998, the Board approved the stipulation and transferred the proceeding to the Board. Thereafter, the General Counsel, the Respondents, and the Charging Parties filed briefs with the Board.

The Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the entire record stipulated by the parties and the parties' briefs and makes the following

FINDINGS OF FACT

I. JURISDICTION

Respondent BellSouth, a Georgia corporation, with a facility located at Charlotte, North Carolina, is engaged in telecommunication services. BellSouth annually provides interstate communication services to the general public and derived revenues in excess of $100,000, and provided interstate communication services valued in excess of $50,000 to points outside the State of North Carolina. We find that BellSouth is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. We also find that Respondent Communications Workers of America is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Facts

Respondent BellSouth and Respondent CWA have a longstanding collective-bargaining relationship which has existed since the 1940s. Among the employees represented by the Union are technicians who work on the Company's telecommunications network and who might have contact with customers and other members of the public.

Prior to the adoption of the uniform policy described below, BellSouth had no requirement that employees wear uniforms while working. Rather, employees were permitted to wear "appropriate" clothing of their own choosing. In the 1990s, however, the Company examined the issue of uniforms and came to the conclusion that a mandatory uniform requirement was needed in order for the Company to be able to project a professional image and distinguish itself from other telecommunications providers. BellSouth thus chose to make the creation of a mandatory uniform program one of its primary goals in negotiating the 1995 collective-bargaining agreement with the Union.

During the 1995 negotiations, BellSouth was insistent on adopting a mandatory uniform policy and CWA was adamantly opposed. As a result, the issue of uniforms was one of the last unresolved issues as a strike deadline approached. As a concession to the Union and in order to remove an obstacle to reaching an overall agreement,

BellSouth accepted a counterproposal from the Union: the Union agreed to the establishment of the mandatory uniform program on condition that a CWA logo of the same size as the BellSouth logo be placed on uniform shirts, blouses, and outerwear on the opposite chest from the BellSouth logo. The letters, "CWA," measure approximately ½ by ½inch.

The parties have stipulated that CWA's expressed purpose in bargaining for placement of the CWA logo on the uniforms was to truthfully and accurately inform the public of CWA's status as the duly certified bargaining representative of BellSouth employees and to reflect the "full partnership relationship" between the parties that has resulted from their lengthy and mature collective-bargaining relationship. According to the stipulation, BellSouth itself considers the CWA logo to have some value to the Company in that "it conveys to the public that the wearer is represented by a well-known Union, receives a fair wage for a fair day's work, state-of-the art training, and is a member of a bargaining unit whose parties have engaged in an agreement that lessens or eliminates for the term of the agreement the likelihood of telecommunications service disruptions due to labor disputes."

Pursuant to the agreement, BellSouth began requiring designated bargaining unit employees to wear the uniforms bearing both the BellSouth and the CWA logos 1 year after execution of the bargaining agreement, and employees who failed to do so were subject to discipline.[1] Uniforms bearing both logos are mandatory for all bargaining unit employees in classifications designated in the collective-bargaining agreement irrespective of union membership.[2]

Certain BellSouth supervisors and other nonbargaining unit personnel are also required to wear uniforms, but are prohibited from wearing clothing with the CWA logo. According to the parties' stipulation, the absence of the CWA logo identifies the wearer as a supervisor or representative of management. BellSouth and CWA logos also appear on such items as the collective-bargaining agreement, contractual grievance procedure forms, certain joint announcements (such as United Way charitable campaigns and collective-bargaining status reports), and on medical, dental, and prescription drug identification cards.

[1] BellSouth provides employees required to wear the uniform with an initial vendor credit of $350 to purchase uniforms from an approved catalog, plus an additional annual credit of $150 to allow them to replace a certain amount of clothing each year.

[2] The parties stipulated that Respondent CWA represents union members and nonmembers in the bargaining unit.

Charging Parties Gary Lee and Jim Amburn are employed in the bargaining unit represented by the Union but are not members of the Union. Lee is an outside technician and Amburn is an electronic technician. Lee and Amburn object to wearing the CWA logo, which they assert demonstrates union support and interferes with their right to refrain from supporting the Union. However, because they are required to do so pursuant to the collectively bargained uniform program, both have worn uniforms bearing the CWA logo.

B. Contentions of the Parties

The General Counsel contends that the mandatory requirement that employees wear the CWA logo on their company uniform interferes with the Section 7 right of employees to refrain from engaging in union activity. Although the General Counsel concedes that a general uniform policy may promote Respondent BellSouth's legitimate business competitive goals and may serve to enhance customer relations, the General Counsel contends that there has been no showing that it is necessary to place the CWA logo on a uniform to accomplish these goals. The General Counsel contends, therefore, that Respondent BellSouth has violated Section 8(a)(1), (2), and (3) and that Respondent CWA has violated Section 8(b)(1)(A) and (2) by entering into an agreement requiring employees to wear uniforms displaying the CWA logo. The General Counsel also asserts that Respondent BellSouth impermissibly contributed financial support to Respondent CWA by providing a monetary credit for the purchase of uniforms containing the logo, in violation of Section 8(a)(2) of the Act.

The Charging Parties contend that requiring the wearing of union insignia impermissibly encourages membership in a union, contrary to the dictates of Section 7, which protects the rights of employees to refrain from union activity if they so desire. The Charging Parties further contend that forcing nonunion employees, as here, to wear a union insignia is contrary to the policy of voluntary unionism. They also contend that there are no special circumstances in the present case that would warrant the intrusion upon the exercise of Section 7 rights.

Respondent BellSouth contends that the mandatory uniform program does not interfere with employees' Section 7 rights because the union logo, in context, is not indicative of union membership or support, but rather only suggests that the wearer is included in a CWA-represented bargaining unit. Respondent BellSouth notes that unit employees wear the official company logo in tandem with the CWA logo, and that the uniform policy was a product of intense arms-length bargaining and connotes a working relationship between employees and management. Respondent BellSouth also contends that

providing credits that represented employees can apply to the purchase of uniforms does not violate the Act.

Respondent CWA contends that the presence of the CWA logo, in "equal billing" to that of the BellSouth logo, is not a reflection of union membership or support. It contends that Respondent CWA has a legitimate interest in advising the public, and members of the bargaining unit, that it is the certified bargaining representative. Respondent CWA also contends that the CWA logo, in the context of the service industry, is the functional equivalent of the "union label" on manufactured products and that it is simply exercising its free speech rights under Section 8(c) of the Act.

C. Discussion

1. Overview

The Board has a long history of cases pertaining to employer prohibitions on the wearing of union buttons, insignia, and other paraphernalia in a union electioneering context. In *Republic Aviation Corp. v. NLRB*, 324 U.S. 793 (1945), the Supreme Court approved the Board's action in working out an "adjustment between the undisputed right of self-organization assured to employees . . . and the equally undisputed right of employers to maintain discipline in their establishments." Id. at 797–798. Both the "[o]pportunity to organize and proper discipline," according to the Court, are "essential elements in a balanced society." Id. at 798. The Board has wrestled for decades with this balance. The present case, however, raises a new, but related, issue: the compelled wearing on a company uniform of a union logo alongside the company logo, pursuant to a collectively bargained agreement between management and labor.

On one view, the present case is essentially the flipside of those where employers have prohibited union buttons and insignia in the electioneering context. In those cases, employees seek to exercise their Section 7 right affirmatively to support a union through the wearing of personal apparel on the job. In the present case, conversely, employees assert that their Section 7 right *not* to support the Union is implicated by apparel rules that require the wearing of union insignia.

On another view, however, this case can be seen as raising different concerns than the union button prohibition cases. Here, we are faced not with a unilateral managerial decision in a nonunion setting, but rather a policy that is the product of arm's–length bargaining between an employer and a union that represents the affected employees.[3] And, of course, as a legal and a practical matter, the presence of a bargaining representative in the worksite affects the degree to which represented employees may "refrain" from activities pertaining to that union. In a unionized workplace, an employee who is opposed to the union's presence is nevertheless properly subject to the union's Section 9(a) role as the exclusive bargaining representative of *all* unit members and its concomitant statutory duty to represent fairly unit employees individually and as a whole. The Supreme Court has observed that, within appropriate limits, national labor policy is built on the principle of majority rule and thus "extinguishes the individual employee's power to order his own relations with his employer." *Emporium Capwell Co. v. Western Addition Community Organization*, 420 U.S. 50, 63 (1975), quoting *NLRB v. Allis-Chalmers Mfg. Co.*, 388 U.S. 175, 180 (1967).

As explained below, we conclude that the collectively bargained uniform policy at issue here is lawful. We so find based on application of a balancing standard, akin to the test applied in *Republic Aviation*, which calls for examination of whether "special circumstances" outweigh the Section 7 interests of employees. In the present context, of course, the "special circumstances" to be balanced against Section 7 interests are derived from the legitimate interests of both the Employer and the Union, as expressed through the collective-bargaining process that national labor policy endorses. For these reasons, at least in the present context, a requirement that employees wear union insignia cannot be analyzed as if it presented precisely the same issues as a prohibition against wearing such insignia.

2. The Section 7 interests

Section 7 of the Act provides, inter alia, that employees have the right "to form, join, or assist a labor organization and to engage in other concerted activities for the purpose of collective-bargaining or other mutual aid or protection."

Section 7 additionally provides that employees "shall also have the right to refrain" from any or all activities supporting a labor organization. In the present case, it is stipulated that the Charging Parties desired to refrain from the wearing of the CWA logo on their uniform but were required to do so, as were other unit employees, pursuant to the mandatory uniform policy contained in the collective-bargaining agreement.

Pursuant to these protections of Section 7, it is well established that employees have the protected right to wear union insignia while at work, if they choose to do so. *Republic Aviation Corp. v. NLRB*, supra. An employer can restrict employees from wearing union insignia during working time only if it demonstrates "special circum-

[3] Apparel rules are a mandatory subject of bargaining. See, e.g., *Transportation Enterprises*, 240 NLRB 551, 560 (1979), modified in other respects 630 F.2d 421 (5th Cir. 1980).

stances" justifying the prohibition. *Meijer, Inc.*, 318 NLRB 50 (1995), enfd. 130 F.3d 1209 (6th Cir. 1997).

The General Counsel and the Charging Parties contend that the display of the CWA logo on the company uniform constitutes an expression that the wearer of the uniform supports the Union and, therefore, interferes with the Section 7 right of employees to refrain from engaging in union activity. See generally *Fieldcrest Cannon, Inc*., 318 NLRB 470 (1995), enfd. in relevant part 97 F.3d 65 (4th Cir. 1996). In contrast, the Respondents contend that the logo, in context, is not indicative of support for the Union or a desire for union membership, but rather is simply an expression that the employee is a member of a bargaining unit represented by the Union. They contend that the placement of the CWA logo on company uniforms is similar to the placement of the "union label" on products as an expression that the product is produced by union represented employees who enjoy fair wages, benefits, and working conditions through collective bargaining.

In our view, placement of the CWA logo on company uniforms does implicate Section 7 interests, but in a fashion not on all fours with either the "electioneering" context raised by the General Counsel and the Charging Parties or the "union label" context raised by the Respondents.

The contention that the CWA logo on company uniforms is an expression of union support and membership overlooks a critical fact: that the CWA logo shares the spotlight, as it were, with the BellSouth logo. Together, they reasonably can be seen to convey a message that BellSouth is a unionized employer and with the CWA enjoys a labor-management partnership, that is, a bargaining relationship characterized by cooperation, not conflict. In this context, and worn as part of a mandatory uniform, wearing the CWA logo does not convey the message of "support" as does the wearing of a union (or company) logo in an electioneering context. For example, the uniform/logo policy at issue here is clearly distinguishable from the compelled wearing of a "vote-no" (company) T-shirt arising in *Fieldcrest Cannon, Inc.*, supra, relied on by the General Counsel. In that case, the apparel requirement was unaccompanied by any discernible nondiscriminatory business justification, and the compelled display occurred in the context of the employer's commission of numerous unfair labor practices during a union organizing campaign.

At the same time, however, we recognize that the CWA logo worn on an individual employees' uniform is something different than the placement of the "union label" on a card or a product. Placement of the CWA logo on an article of clothing, albeit a uniform, arguably implies some form of personal connection between the symbol and the wearer of the uniform. And, it is also arguable that the CWA logo, as the public symbol of a labor organization, raises at least *some* implication of union membership and support when worn by an individual.

In sum, we find that the compelled wearing of the CWA logo here does implicate Section 7, albeit to a lesser degree than the wearing of union insignia in settings where the *Republic Aviation* balancing test has traditionally been applied. To the extent that the CWA logo may objectively be regarded as a personal statement of union support and membership, this message is muted by its placement alongside the BellSouth logo on a company uniform.[4] Nevertheless, it is appropriate to determine whether the intrusion on the Section 7 rights of employees who object to the CWA logo is justified by "special circumstances" that implicate competing, legitimate interests under the Act.

3. Special circumstances

The Board has found special circumstances justifying the proscription of union insignia in a variety of settings.[5] In appropriate instances, for example, an employer may restrict the wearing of union insignia not only when it poses a compelling threat to employees' safety or a risk of damage to an employer's products and equipment, but also when it may unreasonably interfere with a public image which the employer has established, as part of its business plan, through appearance rules for its employees. *Con-Way Central Express*, 333 NLRB No. 128, slip op. at 3–4 (2001); *Meijer, Inc.*, supra at 50; *United Parcel Service*, 195 NLRB 441 fn. 2 (1972) (conspicuous button interfered with employer's desired public image for its drivers).

Here, the stipulated facts establish that the mandatory uniform policy advances Respondent BellSouth's public image business objective.

In light of the stipulated record, there can be no contention here that BellSouth pursued a mandatory uniform requirement for unlawful reasons. The record, rather, demonstrates a plausible correlation between the mandatory uniform requirement—which includes the wearing of both the corporate logo and the union logo—and Re-

[4] Even well-known symbols and insignia, when worn on a uniform, may not always convey expressive elements of "support." Thus, in *Troster v. Pennsylvania State Department of Corrections*, 65 F.3d 1086 (3d Cir. 1995), the court found that the required wearing on a uniform of a patch bearing the flag of the United States was not necessarily demonstrative of an attitude or a statement of belief or assent under the First Amendment.

[5] See American Bar Association, Section of Labor and Employment Law, *The Developing Labor Law* 96 & nn. 147–150 (3d ed. 1992) (collecting cases).

spondent BellSouth's public image business objectives. Respondent BellSouth concluded that, in light of the highly competitive pressures in the evolving telecommunications industry, it was crucial that it present to the public an image of the Company as professional in character, totally committed to solving customers' problems, and ready to fulfill their telecommunications needs through highly trained and competent employees. The uniform policy was a "critical aspect" of that competitive strategy.

As to the CWA union logo component of the uniform policy, BellSouth concluded that it conveyed to the public, among other things, that its employees receive state-of-the-art training, receive a fair wage for a fair day's work, and are subject to an agreement that lessens or eliminates the likelihood of telecommunications service disruptions during the terms of the agreement. In short, the CWA logo provided additional benefit to Respondent BellSouth in the context of its uniform policy and overall competitive strategy.[6]

These business advantages flowing from the inclusion of the CWA logo on company uniforms have their origin, of course, in the collective-bargaining process. Indeed, inclusion of the CWA logo "removed an obstacle to the parties reaching an overall contract settlement and avoiding a strike." It is evident, therefore, that the inclusion of the CWA logo, as a component of the general uniform requirement, not only has business value to BellSouth, but also served to facilitate a labor accord.

As stipulated, the uniform policy also reflects the evolution of the relationship between CWA and BellSouth from a lengthy and mature collective-bargaining relationship to a full partnership. This joint uniform initiative, designed to yield business advantage, is consistent with and, indeed, is supported by Federal labor policy. Thus, the Labor Management Cooperation Act of 1978[7] encourages joint labor-management initiatives. The stated purposes of the Act are, inter alia, to expand and improve working relationships between workers and managers in the organized sector of the economy, to improve communication between representatives of labor and management, and to enhance the involvement of workers in workplace decisions. The underlying policy assumption is that innovative joint approaches will enhance organizational effectiveness and competitiveness.[8] By agreeing to the joint logo display, BellSouth and the CWA were demonstrating to the public their commitment to working together to enhance the Company's competitive advantage. In this respect, they were acting in accord with federal labor policy.[9]

We recognize that the Board has found unlawful, in certain circumstances, prohibitions against the wearing of union insignia, even when an employer has demonstrated a legitimate attire policy and seeks to restrict union insignia on the basis of that policy. We find that these cases are distinguishable.

In *United Parcel Service*, 312 NLRB 576, 597 (1993), enf. denied 41 F.3d 1068 (6th Cir. 1994); and *Meyer Waste Systems*, 322 NLRB 244 (1996), the Board held that prohibiting the wearing of inconspicuous union pins was not justified by any special circumstance. There, the employers' justification for the prohibitions was the desire that its employees be "neatly attired." *United Parcel Service*, supra at 597. See also *Nordstrom, Inc*., 264 NLRB 698, 701–702 (1982) (policy prohibiting inconspicuous button held not to raise special circumstances based, inter alia, on employer's desire for "good taste" and a sense of "fashion.") Although the Board acknowledged in *United Parcel Service* that the image of a neatly uniformed driver was an "important" business objective of the employer, the Board found that, as a practical matter, the employer could still advance its legitimate managerial objectives pertaining to "neat" attire without prohibiting inconspicuous displays on uniforms.

This case presents fundamentally different circumstances. Inclusion of the CWA logo was integral to BellSouth's uniform policy. First, it was a prerequisite for establishing a policy through agreement with the Union. Second, as explained, it furthered the Company's interest in developing a partnership with the CWA and in symbolically displaying that relationship to the

[6] The General Counsel and the Charging Parties contend that the asserted labor-management partnership portrayed on the company uniform would not necessarily convey to customers the sentiments claimed in the stipulation. Although we recognize that response to the uniform may vary from customer to customer, we are satisfied that the objectives sought through the uniform policy are legitimate and plausible. In the absence of evidence suggesting that the factual premises underlying the policy are mistaken, we are not inclined here to engage in speculation.

[7] 29 U.S.C. § 175(a)(Pub. L. 95–524).

[8] As stated in the legislative history of the Act, "there appears to be general agreement that improved cooperation and communication between labor and management can provide the foundation for better working relationships, more effective identification of problem areas, regardless of the subject matter, and an improved atmosphere for arriving at mutually acceptable solutions leading to improved productivity." Letter from Elmer B. Staats, Comptroller General of the United States, to Senator Javits (1978). S. Rep. No. 95–891 at 51 (1978). And, Senator Javits, one of the sponsors of the Act, spoke of the need to "harmonize the relationship between labor and management in the workplace—and stabilize the labor relations climate—in a particular area and bring out new values. This in turn can help to improve employee morale, reduce tensions in the workplace and foster local and regional economic development." Remarks by Senator Javits on Labor-Management Committees during debate on the Comprehensive Employment and Training Act Amendments (1978). 124 Cong.Rec. 27239 (1978).

[9] Senator Javits also stated that "we must demonstrate to both management and labor, as well as to the public that measures to improve productivity and prevent layoffs and otherwise encourage labor-management cooperation can mean greater efficiency, higher profits, greater sales, expanded industrial development, and an increase in the number of productive work opportunities." 123 Cong.Rec. 2777 (1977). See *Southern Steamship Co*., 316 U.S. 31, 47 (1942) (Board has not been commissioned to effectuate policies of NLRA so single-mindedly that it may ignore other equally important congressional objectives, but must accommodate its statutory scheme to that of other Federal laws).

public. Indeed, display of the CWA logo on its uniforms, alongside the company logo, is likely the most direct and effective way to reach BellSouth's customer base. Furthermore, it is unclear how BellSouth could communicate its lawful message to the public through its company uniforms in a way that would be less suggestive of an employee's personal support for the CWA than the ½ by ½ inch logo. In short, the Company's uniform policy—including display of the CWA logo—advances business aims in a manner consistent with Federal labor policy and distinguishable from the bans on insignia present in *United Parcel Service*, *Meyer Waste Systems*, and *Nordstrom, Inc*.

The Charging Parties contend that BellSouth could achieve its stated purposes by negotiating a bargaining agreement that permitted employees to "opt out" of wearing the CWA logo on their uniforms. In contrast to the mandatory uniform policy, this approach would likely result in individual employees being forced to reveal publicly their individual union sentiments depending on whether they "opted in" or "opted out."[10] That result implicates Section 7 concerns of its own. Moreover, this kind of self-selection process would cut against the labor management partnership objectives underlying the negotiated uniform.

Further, any balance struck between the Section 7 right to refrain from union activities and the "special circumstances" justifying the uniform policy must recognize that the presence of a bargaining representative inevitably touches on the Section 7 rights of some individuals who would prefer otherwise. Even those employees desiring to exercise their statutory right to refrain from supporting their collective-bargaining representative are subject to displays of their bargaining representative's name, initials, logos, and symbols in a variety of everyday contexts. It is a fact of life under the Act that employees opposed to union representation remain members of the bargaining unit, so long as the union enjoys majority support. The benefits and, for some, the incidental burdens of union representation go hand in hand. As the Supreme Court has made clear, "the Act placed 'a nonconsenting minority under the bargaining responsibility of an agency selected by a majority of the workers.'" *Ladies Garment Workers v. NLRB*, 366 U.S. 731, 737 (1961).

For example, the CWA logo appears on medical, dental, and prescription drug identification cards, grievance forms, the collective-bargaining agreement itself, and on various announcements and bulletins such as the United Way charitable campaign. Therefore, when the Charging Parties seek to exercise their collectively bargained right to medical benefits, to file a grievance, to investigate their rights and obligations under the terms of the collective-bargaining agreement, or to participate in charitable causes at the worksite, they will necessarily be confronted with a display of the CWA logo.

We recognize that the wearing of the CWA logo on an item of apparel implicates the appearance of union "support" to a greater degree than do the enumerated activities. But the fact remains that the presence of the union logo in a union organized work setting is, to some extent, inevitably intertwined with the Union's representation functions and responsibilities—and legitimately so. In the present case, CWA and BellSouth determined that the uniform displaying the joint logos expressed to the public that BellSouth was a unionized company that with the CWA enjoyed a mature partnership relationship that was of value to the Company and its employees, even if a minority of employees opposed the relationship. Employees as a whole, then, benefited from a requirement that had its origins in the collective-bargaining process.

In these circumstances, we find that the collectively bargained uniform policy was a "special circumstance" which outweighed any intrusion on Section 7 rights. We find, therefore, that Respondent BellSouth did not violate Section 8(a)(1) and (3) of the Act. Because we find that the uniform policy was a lawful product of the collective-bargaining process, we shall also dismiss the allegation that Respondent BellSouth violated Section 8(a)(2) by furnishing monetary credits for the purchase of uniforms containing the CWA logo.

Contrary to the General Counsel, we do not view the negotiated uniform policy as an impermissible "waiver" by CWA of employees' Section 7 rights, nor as a policy inherently destructive of statutory rights. Even assuming that the policy could be viewed as a waiver, we find that the partnership objectives of the joint display of company and union logos were in furtherance of a permissible exercise of the Union's statutory responsibilities and authority as bargaining representative. Respondent CWA, therefore, did not violate Section 8(b)(1)(A) and (2).

Accordingly, we find that the Respondents did not violate the Act, as alleged, and we shall dismiss the complaint.

ORDER

The complaint is dismissed.

Dated, Washington, D.C. August 29, 2001

Wilma B. Liebman, Member

John C. Truesdale, Member

Dennis P. Walsh, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

[10] As the Board has recently observed, in some circumstances, an employer may commit an unfair labor practice when it places individual employees in the position of having to disclose their prounion or antiunion sentiments, even when their views have been expressed before. See *Allegheny Ludlum*, 333 NLRB No. 109, slip op. at 5–6 (2001).